

CONTRACT



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And:

MENTZER MEDIA
DO NOT MAIL
600 FAIRMOUNT AVENUE
SUITE 306
TOWSON, MD 21286

<u>Contract / Revision</u> 334325 /		<u>Alt Order #</u>
<u>Product</u> SENATE 2012		
<u>Contract Dates</u> 10/30/12 - 11/06/12	<u>Estimate #</u> 1323	
<u>Advertiser</u> LINDA MCMAHON FOR SENATE		<u>Original Date / Revision</u> 09/10/12 / 09/10/12
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> WVIT	<u>Account Executive</u> Corey Lane	<u>Sales Office</u> Philadelphia NS
<u>Special Handling</u>		
<u>Demographic</u> RA35+		
		<u>Total Ratings</u> 395.00
<u>IDB#</u> 1021	<u>Advertiser Code</u>	<u>Product Code</u>
<u>Agency Ref</u> 42748	<u>Advertiser Ref</u> 20828	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount
N 1	WVIT	10/30/12	11/04/12	6-7A CT NEWS TODAY	6A-7A		:30				NM	8	\$4,000.00
	IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	- 2222 - -				8	\$500.00	4.00			
N 2	WVIT	10/30/12	11/04/12	12-1P AH LIVE	12P-1P		:30				NM	6	\$450.00
	IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	- 2121 - -				6	\$75.00	1.00			
N 3	WVIT	10/30/12	11/04/12	3-4PM STEVE HARVEY	3P-4P		:30				NM	4	\$700.00
	IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	- 1111 - -				4	\$175.00	1.00			
N 4	WVIT	10/30/12	11/04/12	4-5P ELLEN	4P-5P		:30				NM	8	\$2,000.00
	IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	- 2222 - -				8	\$250.00	3.00			
N 5	WVIT	10/30/12	11/04/12	5-6P CT NEWS @ 5PM	5P-6P		:30				NM	8	\$5,200.00
	IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	- 2222 - -				8	\$650.00	4.00			
N 6	WVIT	10/30/12	11/04/12	6-630P M-F CT NEWS @ 6	6P-630P		:30				NM	8	\$7,200.00
	IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	- 2222 - -				8	\$900.00	5.00			
N 7	WVIT	10/30/12	11/04/12	630-7P NIGHTLY NEWS	630-7P		:30				NM	4	\$10,000.00
	IP												

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FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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Contract / Revision 334325 /		Alt Order #
Contract Dates 10/30/12 - 11/06/12	Product SENATE 2012	Estimate # 1323
Advertiser LINDA MCMAHON FOR S		Original Date / Revision 09/10/12 / 09/10/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-1111--				4	\$2,500.00	6.00			
N 8	WVIT	10/30/12	11/04/12	7-730P EXTRA	7P-730P		:30				NM	4	\$1,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-1111--				4	\$450.00	3.00			
N 9	WVIT	10/30/12	11/04/12	730-8P ACCESS HOLLYWOOD	730P-8P		:30				NM	4	\$1,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-1111--				4	\$450.00	3.00			
N 10	WVIT	10/30/12	11/04/12	1135-1235A TONIGHT SHOW	1135P-1235A		:30				NM	8	\$2,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-2222--				8	\$250.00	3.00			
N 11	WVIT	10/30/12	11/04/12	5-530A CT NEWS TODAY	5A-530A		:30				NM	4	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-1111--				4	\$250.00	1.00			
N 12	WVIT	10/30/12	11/04/12	530-6A CT NEWS TODAY	530A-6A		:30				NM	4	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-1111--				4	\$300.00	2.00			
N 13	WVIT	10/30/12	11/04/12	11-1135P LATE NEWS	11P-1135P		:30				NM	6	\$5,100.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-111111				6	\$850.00	4.00			
N 14	WVIT	10/30/12	11/04/12	8-9P THE VOICE	8P-9P		:30				NM	2	\$4,400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-T-----				2	\$2,200.00	6.00			
N 15	WVIT	10/30/12	11/04/12	9-10P LAW & ORDER: SVU	9P-10P		:30				NM	1	\$1,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	--W----				1	\$1,600.00	4.00			
N 16	WVIT	10/30/12	11/04/12	F9-10P GRIMM	9-10P		:30				NM	1	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	----F--				1	\$1,200.00	4.00			
N 17	WVIT	10/30/12	11/04/12	10-11P DATELINE NBC	10P-11P		:30				NM	1	\$1,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	----F--				1	\$1,800.00	3.00			
N 18	WVIT	10/30/12	11/04/12	6-7A CT NEWS TODAY	6A-7A		:30				NM	1	\$150.00

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FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

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Contract Dates 10/30/12 - 11/06/12	Product SENATE 2012	Estimate # 1323
Advertiser LINDA MCMAHON FOR S		Original Date / Revision 09/10/12 / 09/10/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S-				1	\$150.00	2.00			
N 19	WVIT	10/30/12	11/04/12	7-9A SATURDAY TODAY	7A-9A		:30				NM	3	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S-				3	\$400.00	4.00			
N 20	WVIT	10/30/12	11/04/12	9-10A CT NEWS TODAY	9A-10A		:30				NM	1	\$350.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S-				1	\$350.00	4.00			
N 21	WVIT	10/30/12	11/04/12	6-630P CT NEWS SAT @ 6P	6P-630P		:30				NM	1	\$600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S-				1	\$600.00	6.00			
N 22	WVIT	10/30/12	11/04/12	6-630P CT NEWS SUN @ 6P	6P-630P		:30				NM	1	\$600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S				1	\$600.00	6.00			
N 23	WVIT	10/30/12	11/04/12	7-8A CT NEWS TODAY	7A-8A		:30				NM	2	\$400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S				2	\$200.00	3.00			
N 24	WVIT	10/30/12	11/04/12	8-9A SUNDAY TODAY	8A-9A		:30				NM	1	\$350.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S				1	\$350.00	4.00			
N 25	WVIT	10/30/12	11/04/12	1030A-1130A SU MTP	1030A-1130A		:30				NM	1	\$2,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S				1	\$2,500.00	2.00			
N 26	WVIT	10/30/12	11/04/12	FTBL NIGHT AMERICA NON 7P-8P			:30				NM	1	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S				1	\$1,200.00	2.00			
N 27	WVIT	10/30/12	11/04/12	NFL REG SEASON NON LO 8P-11P			:30				NM	2	\$6,400.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		10/29/12	11/04/12	-----S				2	\$3,200.00	6.00			
N 28	WVIT	11/05/12	11/06/12	6-7A CT NEWS TODAY	6A-7A		:30				NM	2	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	11-----				2	\$500.00	4.00			
N 29	WVIT	11/05/12	11/06/12	12-1P AH LIVE	12P-1P		:30				NM	2	\$150.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	11-----				2	\$150.00	4.00			

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*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	11-----				2	\$75.00	1.00			
N 30	WVIT	11/05/12	11/06/12	3-4PM STEVE HARVEY	3P-4P		:30				NM	2	\$350.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	11-----				2	\$175.00	1.00			
N 31	WVIT	11/05/12	11/06/12	4-5P ELLEN	4P-5P		:30				NM	2	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	11-----				2	\$250.00	3.00			
N 32	WVIT	11/05/12	11/06/12	5-6P CT NEWS @ 5PM	5P-6P		:30				NM	1	\$650.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	1-----				1	\$650.00	4.00			
N 33	WVIT	11/05/12	11/06/12	6-630P M-F CT NEWS @ 6	6P-630P		:30				NM	1	\$900.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	1-----				1	\$900.00	5.00			
N 34	WVIT	11/05/12	11/06/12	630-7P NIGHTLY NEWS	630-7P		:30				NM	1	\$2,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	1-----				1	\$2,500.00	6.00			
N 35	WVIT	11/05/12	11/06/12	7-730P EXTRA	7P-730P		:30				NM	1	\$550.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	1-----				1	\$550.00	3.00			
N 36	WVIT	11/05/12	11/06/12	730-8P ACCESS HOLLYWO	730P-8P		:30				NM	1	\$550.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	1-----				1	\$550.00	3.00			
N 37	WVIT	11/05/12	11/06/12	1135-1235A TONIGHT SHO	1135P-1235A		:30				NM	2	\$500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	2-----				2	\$250.00	3.00			
N 38	WVIT	11/05/12	11/06/12	5-530A CT NEWS TODAY	5A-530A		:30				NM	1	\$250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	-1-----				1	\$250.00	1.00			
N 39	WVIT	11/05/12	11/06/12	530-6A CT NEWS TODAY	530A-6A		:30				NM	1	\$300.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		11/05/12	11/11/12	1-----				1	\$300.00	2.00			
N 40	WVIT	11/05/12	11/06/12	11-1135P LATE NEWS	11P-1135P		:30				NM	2	\$1,700.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



www.nbcconnecticut.com

<u>Contract / Revision</u> 334325 /		<u>Alt Order #</u>
<u>Contract Dates</u> 10/30/12 - 11/06/12	<u>Product</u> SENATE 2012	<u>Estimate #</u> 1323
<u>Advertiser</u> LINDA MCMAHON FOR S		<u>Original Date / Revision</u> 09/10/12 / 09/10/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount	
												2	\$9,000.00	
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>				
Week:		11/05/12	11/11/12	2-----				2	\$850.00	4.00				
N 41	WVIT	11/05/12	11/06/12	M8-10P VOICE	8-10P		:30				NM	2	\$9,000.00	
CDR														
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>				
Week:		11/05/12	11/11/12	M-----				2	\$4,500.00	7.00				
Totals										395.00			116	\$84,100.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 - 11/06/12	116	\$84,100.00	\$71,485.00
Totals	116	\$84,100.00	\$71,485.00

Signature: _____ **Date:** _____

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FOR NBC & TELEMUNDO STATION CONTRACTS:

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FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.